

# UNOFFICIAL COPY

Prepared by [handwritten initials]

After Recording Return To:

Thompson & Knight LLP  
One Arts Plaza  
1722 Routh Street, Suite 1500  
Dallas, Texas 75201  
Attention: Michelle Vincent Parker



Doc#: 1414219066 Fee: \$84.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 05/22/2014 02:21 PM Pg: 1 of 24

Property of Cook County Clerk's Office

## SIXTH EXTENSION AND MODIFICATION AGREEMENT

This SIXTH EXTENSION AND MODIFICATION AGREEMENT (this "Agreement") is executed on May 19, 2014 (the "Effective Date"), and is executed by and among LUI CHICAGO HASTINGS, LLC, a Delaware limited liability company ("Borrower"), LIONSTONE URBAN INVESTMENTS ONE, L.P., a Delaware limited partnership ("Guarantor") and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association ("Lender").

### WITNESSETH:

WHEREAS, Borrower has executed and delivered to Lender, inter alia, (i) that certain Promissory Note dated as of October 18, 2006, payable to the order of Lender in the original principal sum of \$25,928,000.00, with interest and principal payable as therein provided (the "Note"), as modified by (a) that certain Extension and Modification Agreement dated as of October 18, 2009, recorded as Document Number 0936333048 in the Official Records of the Recorder's Office of Cook County, Illinois (the "First Modification"), (b) that certain Letter Agreement dated March 1, 2010 (the "Letter Agreement"), (c) that certain Second Extension and Modification Agreement dated as of January 18, 2010, recorded as Document Number 1007012003 in the Official Records of the Recorder's Office of Cook County, Illinois (the "Second Modification"), and (d) that certain Third Extension and Modification Agreement dated as of January 18, 2012, recorded as Document No. 1114044099 in the Official Records of the Recorder's Office of Cook County, Illinois (the "Third Modification"), (e) that certain Fourth Extension and Modification Agreement dated as of January 18, 2013, recorded as Document No. 1305604005 in the Official Records of the Recorder's Office of Cook County, Illinois (the "Fourth Modification"), and (f) that certain Fifth Extension and Modification Agreement dated as of July 18, 2013, recorded as Document No. 1326204089 in the Official Records of the

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Recorder's Office of Cook County, Illinois (the "**Fifth Modification**") and together with the First Modification, the Second Modification, the Third Modification, the Fourth Modification, and the Letter Agreement, collectively, the "**Modification Agreements**"; (ii) that certain Mortgage With Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing from Borrower to Lender, securing the payment of the Note, covering certain real and personal property more particularly described therein, including the real property described in Exhibit A attached hereto and made a part hereof (as such description is modified by this Agreement, the "**Mortgaged Property**"), recorded on October 26, 2006 as Document No. 0629933111 in the Official Records of the Recorder's Office of Cook County, Illinois (as modified by the Modification Agreements, the "**Security Instrument**") and (iii) that certain Loan Agreement dated of even date with the Note between Borrower and Lender (as modified by the Modification Agreements, the "**Loan Agreement**") (the Note, Security Instrument, Loan Agreement, Modification Agreements and all other documents executed by Borrower and/or any other party or parties evidencing or securing or otherwise in connection with the loans evidenced by the Note [collectively, the "**Loan**"]) being herein collectively called the "**Loan Documents**";

WHEREAS, Guarantor guaranteed the payment and performance of indebtedness and obligations of Borrower under the Loan Documents pursuant to that certain Limited Guaranty (Secured Loan) dated of even date with the Note from Guarantor to Lender on behalf of Borrower (as modified by the Modification Agreements, the "**Guaranty**");

WHEREAS, the Loan matures by its terms on July 18, 2014 (the "**Maturity Date**"), and remains unpaid as of the Effective Date;

WHEREAS, Borrower has requested that Lender extend the term of the Note to April 29, 2015, and Lender is willing to do so on the terms and conditions set forth below; and

WHEREAS, Lender is the owner and holder of the Note and Borrower is the owner of the legal and equitable title to the Mortgaged Property;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Defined Terms.** Capitalized terms used but not defined in this Agreement shall have the meaning given to such capitalized terms in the Loan Agreement.

2. **Extension of Maturity Date.** The Maturity Date is hereby extended to April 29, 2015, subject to the terms and conditions hereof. The liens, security interests, assignments, and other rights evidenced by the Loan Documents are hereby renewed and extended to secure payment of the Note as extended hereby. There are no remaining options to extend the Maturity Date.

3. **Extension Fee.** As a condition to the effectiveness of this Agreement, and as consideration for the extension of the Maturity Date and other modifications to the Loan Documents set forth in this Agreement, Borrower shall pay to Lender an extension fee in the

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amount of 0.35% of the unpaid principal balance of the Note after giving effect to the Principal Reduction Payment (defined below), which fee shall be payable contemporaneously with or prior to the execution of this Agreement.

#### 4. Outstanding Balance; Payments.

(a) Contemporaneously with the execution of this Agreement and as a condition to its effectiveness, Borrower shall pay to Lender the net proceeds from the sale of the portion of the Mortgaged Property sold on or about the date hereof (the "**Principal Reduction Payment**"), as more specifically described in Exhibit B attached hereto and made a part hereof (the "**ATT Parcel**"). The Principal Reduction Payment shall be applied to the outstanding principal balance of the Loan. Borrower and Lender hereby acknowledge that the unpaid principal balance of the Note (before giving effect to the Principal Reduction Payment) as of May 12, 2014 is \$19,244,527.61, with interest paid up to and including April 30, 2014. The Loan has been fully funded. Upon Lender's receipt of the Principal Reduction Payment, Lender will execute and deliver to Borrower a partial release releasing the ATT Parcel from the lien of the Security Instrument (the "**Partial Release**").

(b) On the first (1<sup>st</sup>) day of every month until the earlier of the date the Note is repaid in full or the Maturity Date, Borrower shall continue to pay to Lender (i) a principal payment in the amount of \$13,966.52, and (ii) accrued interest outstanding under the Loan. All outstanding principal and accrued interest and all other sums outstanding under the Loan Documents shall be due and payable in full on the Maturity Date. In addition to the principal and interest payments detailed in this section, Borrower shall also continue to make monthly deposits of the Excess Cash Flow (as defined in the Fifth Modification) into the TI/LC/PE/MR Account on each Payment Date (as defined in the Fifth Modification) through and until July 18, 2014. Beginning with the first Payment Date following July 18, 2014, and continuing on each and every Payment Date thereafter through and including the Maturity Date, all Excess Cash Flow shall be paid to Lender by Borrower and shall be applied to the outstanding principal balance of the Loan. The funds remaining in the TI/LC/PE/MR Account may continue to be used in accordance with the Fifth Modification.

5. Modification of Guaranty. The following is hereby added as i(a)(q) to the Guaranty:

"(q) any amendment, without Lender's prior written consent, to that certain Declaration of Covenants, Conditions, Restrictions, and Reciprocal Easements for 1340 South Damen and 2011-2061 West Hastings, Chicago Illinois, dated on or about May 15, 2014."

6. Substitution of Description of Land and Legal Description. All exhibits attached to the Loan Documents which describe the Mortgaged Property are hereby amended and modified such that the legal description of the Mortgaged Property shall hereafter be described as set forth in Exhibit C attached hereto and made a part hereof.

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7. **Ratification of Guaranty.** Guarantor hereby agrees with Lender that all of the obligations of Guarantor under the Guaranty are and shall be unaffected by the amendments and modifications to Borrower's obligations under the Loan Documents evidenced by this Agreement, and the Guaranty (as amended in Section 5 hereof) is hereby ratified and confirmed in all respects.

8. **Representations and Warranties of Borrower.** Borrower hereby represents and warrants that (a) Borrower is the sole legal and beneficial owner of the Mortgaged Property; (b) Borrower is duly organized and legally existing and in good standing under the laws of the State of Delaware, and is duly qualified to do business in the State of Illinois; (c) the execution and delivery of, and performance under this Agreement are within Borrower's power and authority without the joinder or consent of any other party and have been duly authorized by all requisite action and are not in contravention of law or the powers of Borrower's limited liability company agreement or other organizational documents; (d) this Agreement constitutes the legal, valid and binding obligations of Borrower enforceable in accordance with its terms; (e) the execution and delivery of this Agreement by Borrower does not contravene, result in a breach of or constitute a default under any mortgage, deed of trust, loan agreement, indenture or other contract, agreement or undertaking to which Borrower is a party or by which Borrower or any of its properties may be bound (nor would such execution and delivery constitute such a default with the passage of time or the giving of notice or both) and does not violate or contravene any law, order, decree, rule or regulation to which Borrower is subject; and (f) to the best of Borrower's knowledge there exists no uncured default under any of the Loan Documents. Borrower agrees to indemnify and hold Lender harmless against any loss, claim, damage, liability or expense (including without limitation reasonable attorneys' fees) incurred as a result of any representation or warranty made by it herein proving to be untrue in any material respect.

9. **Representations and Warranties of Guarantor.** Guarantor hereby represents and warrants that (a) Guarantor is duly organized and legally existing and in good standing under the laws of the State of Delaware; (b) the execution and delivery of, and performance under this Agreement are within Guarantor's power and authority without the joinder or consent of any other party and have been duly authorized by all requisite action and are not in contravention of law or the powers of Guarantor's limited partnership agreement or other organizational documents; (c) this Agreement constitutes the legal, valid and binding obligations of Guarantor enforceable in accordance with its terms; (d) the execution and delivery of this Agreement by Guarantor does not contravene, result in a breach of or constitute a default under any mortgage, deed of trust, loan agreement, indenture or other contract, agreement or undertaking to which Guarantor is a party or by which Guarantor or any of its properties may be bound (nor would such execution and delivery constitute such a default with the passage of time or the giving of notice or both) and does not violate or contravene any law, order, decree, rule or regulation to which Guarantor is subject; and (e) to the best of Guarantor's knowledge there exists no uncured default under any of the Loan Documents. Guarantor agrees to indemnify and hold Lender harmless against any loss, claim, damage, liability or expense (including without limitation reasonable attorneys' fees) incurred as a result of any representation or warranty made by it herein proving to be untrue in any material respect.

10. **Further Assurances.** Borrower, upon request from Lender, agrees to execute

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such other and further documents as may be reasonably necessary or appropriate to consummate the transactions contemplated herein or to perfect the liens and security interests intended to secure the payment of the loan evidenced by the Note.

11. **Default; Remedies.** If Borrower shall fail to keep or perform any of the covenants or agreements contained herein or if any statement, representation or warranty contained herein is false, misleading or erroneous in any material respect, Borrower shall be deemed to be in default under the Security Instrument and Lender shall be entitled at its option to exercise any and all of the rights and remedies granted pursuant to the any of the Loan Documents or to which Lender may otherwise be entitled, whether at law or in equity.

12. **Endorsement to Title Policy.** Contemporaneously with the execution and delivery hereof, Borrower shall, upon the request of Lender and at Borrower's sole cost and expense, obtain and deliver to Lender an endorsement to its Title Policy insuring the lien of the Security Instrument, under applicable title insurance rules and regulations, in form and content acceptable to Lender, stating that the company issuing the Title Policy will not claim that policy coverage has terminated or that policy coverage has been reduced, solely by reason of the execution of this Agreement or the Partial Release.

13. **Ratification of Loan Documents.** Except as provided herein, the terms and provisions of the Loan Documents shall remain unchanged and shall remain in full force and effect. Any modification herein of any of the Loan Documents shall in no way adversely affect the security of the Security Instrument and the other Loan Documents for the payment of the Note. The Loan Documents as modified and amended hereby are hereby ratified and confirmed in all respects. All liens, security interests, mortgages and assignments granted or created by or existing under the Loan Documents remain unchanged and continue, unabated, in full force and effect, to secure Borrower's obligation to repay the Note.

14. **Liens Valid; No Offsets or Defenses.** Borrower hereby acknowledges that the liens, security interests and assignments created and evidenced by the Loan Documents are valid and subsisting and further acknowledges and agrees that there are no offsets, claims or defenses to any of the Loan Documents.

15. **Merger; No Prior Oral Agreements.** This Agreement supersedes and merges all prior and contemporaneous promises, representations and agreements. No modification of this Agreement or any of the Loan Documents, or any waiver of rights under any of the foregoing, shall be effective unless made by supplemental agreement, in writing, executed by Lender and Borrower. Lender and Borrower further agree that this Agreement may not in any way be explained or supplemented by a prior, existing or future course of dealings between the parties or by any prior, existing, or future performance between the parties pursuant to this Agreement or otherwise.

16. **Notices.** Any notice or communication required or permitted hereunder or under any of the Loan Documents shall be given in writing and sent in the manner required under the Fourth Modification, and if to Lender, shall be sent to the address below:

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Wells Fargo Bank, N.A.  
1000 Louisiana Street, 16<sup>th</sup> Floor  
Houston, Texas 77002  
MAC: T0002-167 Attention: Sarah Montgomery

17. **Costs and Expenses.** Contemporaneously with the execution and delivery hereof, Borrower shall pay, or cause to be paid, all costs and expenses incident to the preparation hereof and the consummation of the transactions specified herein, including without limitation title insurance policy endorsement charges, recording fees and the reasonable fees and expenses of legal counsel to Lender.

18. **Reserved.**

19. **Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart.

20. **Severability.** If any covenant, condition, or provision herein contained is held to be invalid by final judgment of any court of competent jurisdiction, the invalidity of such covenant, condition, or provision shall not in any way affect any other covenant, condition or provision herein contained.

21. **Time of the Essence.** It is expressly agreed by the parties hereto that time is of the essence with respect to this Agreement.

22. **Governing Law.** THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS (WITHOUT GIVING EFFECT TO TEXAS' PRINCIPLES OF CONFLICTS OF LAW), EXCEPT TO THE EXTENT (A) OF PROCEDURAL AND SUBSTANTIVE MATTERS RELATING ONLY TO TITLE, THE CREATION, PERFECTION, PRIORITY, FORECLOSURE AND ENFORCEMENT OF RIGHTS AND REMEDIES AGAINST THE MORTGAGED PROPERTY, WHICH MATTERS SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS, AND (B) THAT THE LAWS OF THE UNITED STATES OF AMERICA AND ANY RULES, REGULATIONS, OR ORDERS ISSUED OR PROMULGATED THEREUNDER, APPLICABLE TO THE AFFAIRS AND TRANSACTIONS ENTERED INTO BY LENDER, OTHERWISE PREEMPT ILLINOIS OR TEXAS LAW; IN WHICH EVENT SUCH FEDERAL LAW SHALL CONTROL.

23. **Successors and Assigns.** The terms and provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

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24. **General Release.** In consideration of the benefits provided to Borrower under the terms and provisions hereof, Borrower and Guarantor hereunder hereby agree as follows ("General Release"):

A. Borrower and Guarantor, for itself and on behalf of its respective successors and assigns, do hereby release, remise, acquit and forever discharge Lender, all of Lender's predecessors in interest, successors and assigns, subsidiary corporations, parent corporations, related corporate divisions, and all of Lender's past and present officers, directors, attorneys, affiliates, employees and agents (all of the foregoing, the "**Released Parties**"), of and from any and all claims, demands, obligations, liabilities, indebtedness, breaches of contract, breaches of duty or of any relationship, acts, omissions, misfeasance, malfeasance, causes of action, judgments, executions, suits, defenses, offsets, debts, sums of money, accounts, compensation, contracts, controversies, promises, damages, costs, losses and expenses, of every type, kind, nature, description or character, whether known or unknown, suspected or unsuspected, liquidated or unliquidated, of whatsoever kind or nature, for or because of any matter or things done, omitted or suffered to be done by any of the Released Parties prior to and including the Release Date (as defined below) and in any way directly or indirectly arising out of or in any way connected to this Agreement or any of the Loan Documents or any of the transactions associated therewith, or the Mortgaged Property, including specifically, but not limited to, claims of usury (each, a "**Released Claim**" and collectively, the "**Released Claims**"), that Borrower or Guarantor now has or may acquire as of the later of: (i) the date this Agreement becomes effective through the satisfaction (or waiver by Lender) of all conditions hereto; or (ii) the date that Borrower and each Guarantor have executed and delivered this Agreement to Lender (hereafter, the "**Release Date**"), including without limitation, those Released Claims in any way arising out of, connected with or related to any and all prior credit accommodations, if any, provided by Lender, or any of Lender's predecessors in interest, to Borrower or Guarantor, and any agreements, notes or documents of any kind related thereto or the transactions contemplated thereby or hereby, or any other agreement or document referred to herein or therein.

B. Borrower and Guarantor hereby acknowledge, represent and warrant to Lender that they agree to assume the risk of any and all unknown, unanticipated or misunderstood defenses and Released Claims which are released by the provisions of this General Release in favor of Lender, and Borrower and Guarantor hereby waive and release all rights and benefits which they might otherwise have under any state or local laws or statutes with regard to the release of such unknown, unanticipated or misunderstood defenses and Released Claims.

C. Each person signing below on behalf of Borrower or Guarantor acknowledges that he or she has read each of the provisions of this General Release. Each such person fully understands that this General Release has important legal consequences, and each such person realizes that they are releasing any and all Released Claims that Borrower or Guarantor may have as of the Release Date. Borrower and Guarantor hereby acknowledge that each of them has had an opportunity to obtain a lawyer's advice concerning the legal consequences of each of the provisions of this General Release.

D. Borrower and Guarantor hereby specifically acknowledge and agree that: (i) none of the provisions of this General Release shall be construed as or constitute an admission of any

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liability on the part of Lender; (ii) the provisions of this General Release shall constitute an absolute bar to any Released Claim of any kind, whether any such Released Claim is based on contract, tort, warranty, mistake or any other theory, whether legal, statutory or equitable; and (iii) any attempt to assert a Released Claim barred by the provisions of this General Release shall subject Borrower and Guarantor to the provisions of applicable law setting forth the remedies for the bringing of groundless, frivolous or baseless claims or causes of action.

25. **Reserved.**

26. **Notice of No Oral Agreements.** Borrower, Guarantor and Lender hereby take notice of and agree to the following:

A. **PURSUANT TO SUBSECTION 26.02(b) OF THE TEXAS BUSINESS AND COMMERCE CODE, A LOAN AGREEMENT IN WHICH THE AMOUNT INVOLVED THEREIN EXCEEDS \$50,000 IN VALUE IS NOT ENFORCEABLE UNLESS THE AGREEMENT IS IN WRITING AND SIGNED BY THE PARTY TO BE BOUND OR BY THAT PARTY'S AUTHORIZED REPRESENTATIVE.**

B. **PURSUANT TO SUBSECTION 26.02(c) OF THE TEXAS BUSINESS AND COMMERCE CODE, THE RIGHTS AND OBLIGATIONS OF THE PARTIES TO THE LOAN DOCUMENTS SHALL BE DETERMINED SOLELY FROM THE LOAN DOCUMENTS, AND ANY PRIOR ORAL AGREEMENTS BETWEEN THE PARTIES ARE SUPERSEDED BY AND MERGED INTO THE LOAN DOCUMENTS.**

C. **THE LOAN DOCUMENTS AND THIS AGREEMENT REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES THERETO AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES THERETO. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.**

IN WITNESS WHEREOF, this Agreement is executed on the respective dates of acknowledgement below but is effective as of the Effective Date written above.

(Balance of this page left blank. Signatures continued on the following signature pages)




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## [SIGNATURE PAGE – SIXTH EXTENSION AND MODIFICATION AGREEMENT]

### BORROWER:

LUI CHICAGO HASTINGS, LLC,  
a Delaware limited liability company


By:  TP  
Name: JOHN W. ENERSON  
Title: VICE PRESIDENT

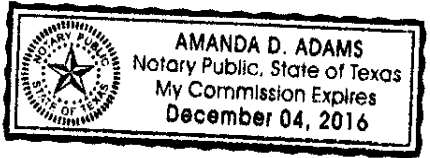
STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

I, Amanda Adams, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that John Enerson, personally known to me to be the Vice President of LUI Chicago Hastings, LLC, a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as the Manager of said limited liability company, as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 14 day of May, 2014.

My Commission Expires:  
December 04, 2014

  
Notary Public - State of Texas  
Amanda Adams  
Printed Name of Notary Public



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## [SIGNATURE PAGE – SIXTH EXTENSION AND MODIFICATION AGREEMENT]

### GUARANTOR:

LIONSTONE URBAN INVESTMENTS ONE, L.P.,  
a Delaware limited partnership

By: Lionstone UC One, L.P., a Delaware limited  
partnership, its general partner

By: Lionstone UC One GP, L.L.C., a  
Delaware limited liability company,  
its general partner

By: [Signature] TP  
Name: JOHN W. ENERSON  
Title: VICE PRESIDENT

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS   §

I, Amanda Adams, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that John Enerson, personally known to me to be the Vice President of Lionstone UC One GP, LLC, a Delaware limited liability company, the general partner of Lionstone UC One, L.P., a Delaware limited partnership, , the general partner of Lionstone Urban Investments One, L.P., a Delaware limited partnership, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as the Manager of said limited liability company, in its capacity as general partner of Lionstone UC One, L.P., in its capacity as general partner of Lionstone Urban Investments One, L.P., as his free and voluntary act, for the uses and purposes therein set forth.

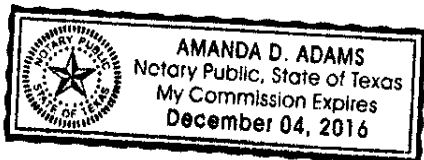
GIVEN under my hand and notarial seal this 14 day of May, 2014.

My Commission Expires:

December 04 2014

[Signature]  
Notary Public - State of Texas

Amanda Adams  
Printed Name of Notary Public




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[SIGNATURE PAGE – SIXTH EXTENSION AND MODIFICATION AGREEMENT]

**LENDER:**

WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association

By:   
Name: Chris M. Garza  
Title: Vice President


STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

I, PAULA R. WRIGHT, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Chris M. Garza, personally known to me to be the Vice President of Wells Fargo Bank, National Association, a national banking association, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as the Vice President of said national banking association, as his free and voluntary act, for the uses and purposes therein set forth.

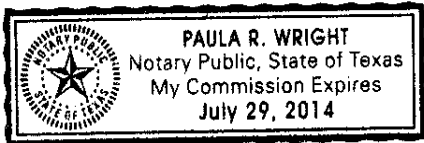
GIVEN under my hand and notarial seal this 14<sup>th</sup> day of May, 2014.

My Commission Expires:

7/29/14

  
Notary Public - State of Texas

PAULA R. WRIGHT  
Printed Name of Notary Public



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## EXHIBIT A Legal Description

**STREET ADDRESS:** 2011 W. HASTINGS CITY: CHICAGO COUNTY: COOK TAX NUMBER:

**LEGAL DESCRIPTION:**

**PARCEL 1:**

A TRACT OF LAND DESCRIBED AS FOLLOWS:

LOTS 1 TO 6, ALL INCLUSIVE, IN EMMA WELLS SUBDIVISION OF LOTS 73, 74 AND 75; LOTS 54 TO 72, ALL INCLUSIVE, AND LOTS 76 TO 91, ALL INCLUSIVE, IN THE SUBDIVISION OF BLOCK 11; THE VACATED EAST-WEST ALLEY (VACATED AS PER DOCUMENT 7373347) LYING SOUTH OF THE SOUTH LINE OF LOTS 54 TO 72, ALL INCLUSIVE; AND VACATED WEST 14TH STREET (VACATED AS PER DOCUMENT 7373347), LYING BETWEEN SOUTH LEAVITT AVENUE, AS VACATED, AND THE WEST LINE OF LOT 89 EXTENDED SOUTH 66.00 FEET; **(EXCEPTING FROM SAID TRACT THAT PART THEREOF LYING SOUTH AND EAST OF THE FOLLOWING DESCRIBED LINE:**

COMMENCING AT A POINT ON THE NORTH LINE OF SAID LOT 54, 54.88 FEET EAST OF THE NORTHWEST CORNER OF LOT 56; THENCE SOUTH ALONG A LINE FORMING AN ANGLE OF 89 DEGREES, 58 MINUTES, 18 SECONDS, MEASURED FROM WEST TO SOUTH WITH THE SAID NORTH LINE OF LOTS 54 TO 56, A DISTANCE OF 200.70 FEET; THENCE WEST ALONG A LINE FORMING AN ANGLE OF 89 DEGREES, 36 MINUTES, 46 SECONDS, MEASURED FROM SOUTH TO WEST, WITH THE PROLONGATION OF THE LAST DESCRIBED LINE, A DISTANCE OF 12.68 FEET; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 09 DEGREES, 15 MINUTES, 12 SECONDS, MEASURED FROM WEST TO NORTHWEST, WITH THE PROLONGATION OF THE LAST DESCRIBED LINE, A DISTANCE OF 42.09 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF SAID LOT 89; THENCE SOUTH ALONG THE WEST LINE AND THE SOUTHERLY EXTENSION OF SAID WEST LINE OF LOT 89, A DISTANCE OF 135.85 FEET TO ITS INTERSECTION WITH THE SOUTH LINE OF VACATED WEST 14TH STREET)

ALSO

ALL THAT PART OF THE EAST 1/2 OF VACATED SOUTH LEAVITT STREET, LYING EAST OF AND ADJOINING THE EAST LINE OF BLOCK 10 AND THE EAST LINE OF SAID BLOCK 10 PRODUCED SOUTH 66.00 FEET AND WEST OF AND ADJOINING THE WEST LINE OF BLOCK 11 AND THE WEST LINE OF SAID BLOCK 11 PRODUCED SOUTH, 66.00 FEET IN THE SUBDIVISION OF SECTION 19, AFORESAID, LYING SOUTH OF THE NORTH LINE OF LOT 72 IN THE SUBDIVISION OF SAID BLOCK 11 PRODUCED WEST, 66.00 FEET AND NORTH OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT IN THE SOUTH LINE OF WEST 14TH STREET VACATED 50.00 FEET EASTERLY OF THE EAST LINE OF SOUTH LEAVITT STREET, VACATED; THENCE BY A CURVE, CONVEXED TO THE SOUTH HAVING A RADIUS OF 1,910.00 FEET TO A POINT IN THE CENTERLINE OF SOUTH LEAVITT STREET VACATED 2.5 FEET NORTHERLY FROM THE SOUTH LINE OF SAID WEST 14TH STREET VACATED, ALL IN

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SECTION 19, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

## PARCEL 2:

LOTS 25, 26, 27, 46, 47, 48 AND LOT 45 (EXCEPT THE WEST 9.98 FEET THEREOF); LOT 28 (EXCEPT THE NORTH 79.73 FEET AND EXCEPT THE WEST 9.98 FEET THEREOF); TOGETHER WITH THE NORTH 79.73 FEET OF SAID LOT 28 (EXCEPT THE WEST 9.00 FEET THEREOF); ALSO THE EAST-WEST ALLEY LYING BETWEEN A LINE 10.00 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF SOUTH DAMEN AVENUE AND THE EAST LINE OF THE WEST 9.98 FEET OF LOT 45 EXTENDED NORTH, 16.00 FEET; LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF LOTS 25 TO 28, AND NORTH OF AND ADJOINING THE NORTH LINE OF LOTS 45 TO 48, VACATED AS PER DOCUMENT 7373347; ALSO THE NORTH 16.67 FEET OF THAT PART OF WEST 14TH STREET LYING BETWEEN A LINE 10.00 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF SOUTH DAMEN AVENUE AND THE EAST LINE OF THE WEST 9.98 FEET OF LOT 45 EXTENDING SOUTH, 13.67 FEET, VACATED AS PER DOCUMENT 7373347 ALL IN CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12 IN THE SUBDIVISION OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

## PARCEL 3:

A PARCEL OF LAND COMPRISED OF THE WEST 9.00 FEET OF THE NORTH 79.73 FEET OF LOT 28; TOGETHER WITH THE WEST 9.98 FEET OF SAID LOT 28 (EXCEPT THE NORTH 79.73 FEET THEREOF); LOTS 29 TO 44, ALL INCLUSIVE, AND THE WEST 9.98 FEET OF LOT 45; ALL IN CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12; LOTS 25 TO 48, ALL INCLUSIVE, IN CAMPBELL'S SUBDIVISION OF THE WEST 1/2 OF BLOCK 12; LOTS 49 TO 56, ALL INCLUSIVE, AND LOTS 89 TO 93, ALL INCLUSIVE, IN THE SUBDIVISION OF BLOCK 11; LOTS 1 TO 6, ALL INCLUSIVE IN THE SUBDIVISION OF LOTS 94, 95 AND 96 IN THE SUBDIVISION OF BLOCK 11; VACATED SOUTH HOYNE AVENUE (VACATED AS PER DOCUMENT 7373347); THAT PART OF THE VACATED 16-FOOT EAST/WEST ALLEY (VACATED AS PER DOCUMENT 7373347) LYING EAST OF THE WEST LINE OF LOT 89 EXTENDED NORTH AND WEST OF THE EAST LINE OF THE WEST 9.98 FEET OF LOT 45, AFORESAID, EXTENDED NORTH; THAT PART OF VACATED WEST 14TH STREET (EXCEPT THE EAST 10.00 FEET THEREOF) (VACATED AS PER DOCUMENT 7373347) LYING EAST OF THE WEST LINE OF SAID LOT 89 EXTENDED SOUTH TO THE SOUTH LINE OF SAID VACATED STREET AND LYING WEST OF THE WEST LINE OF SOUTH DAMEN AVENUE (EXCEPT THE NORTH 16.67 FEET THEREOF LYING EAST OF THE EAST LINE OF THE WEST 9.98 FEET OF LOT 45 AFORESAID, EXTENDED SOUTH); ALL IN THE SUBDIVISION OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING FROM THE ABOVE DESCRIBED PARCEL OF LAND THAT PART THEREOF LYING NORTH AND WEST OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT A POINT ON THE NORTH LINE OF SAID LOT 54, 54.88 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 56; THENCE SOUTH ALONG A LINE FORMING AN ANGLE OF 89 DEGREES, 58 MINUTES, 18 SECONDS (MEASURED FROM WEST TO SOUTH) WITH THE SAID NORTH LINE OF LOTS 54 TO 56, A DISTANCE OF 200.70 FEET; THENCE WEST ALONG A LINE FORMING AN ANGLE OF 89 DEGREES, 36 MINUTES, 46

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SECONDS (MEASURED FROM SOUTH TO WEST) WITH THE PROLONGATION OF THE LAST DESCRIBED LINE, A DISTANCE OF 12.68 FEET; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 09 DEGREES, 15 MINUTES, 12 SECONDS (MEASURED FROM WEST TO NORTHWEST) WITH THE PROLONGATION OF THE LAST DESCRIBED LINE, A DISTANCE OF 42.09 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF SAID LOT 89; THENCE SOUTH ALONG THE WEST LINE AND THE SOUTHERLY EXTENSION OF SAID WEST LINE OF LOT 89, A DISTANCE OF 135.85 FEET TO ITS INTERSECTION WITH THE SOUTH LINE OF VACATED 14<sup>TH</sup> STREET, IN COOK COUNTY, ILLINOIS.

## PARCEL 4:

LOTS 1 TO 24, ALL INCLUSIVE, IN CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12; LOTS 1 TO 24, ALL INCLUSIVE, IN CAMPBELL'S SUBDIVISION OF THE WEST 1/2 OF BLOCK 12; THE VACATED 16-FOOT ALLEY (VACATED AS PER DOCUMENT 19169599) IN THE NORTH 1/2 OF BLOCK 12 AFORESAID; IN SECTION 19, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, **(EXCEPTING THEREFROM):**

LOTS 1, 2, 23, 24 AND THE EAST 7.80 FEET OF LOTS 3 AND 22, IN CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12, RECORDED JUNE 6, 1879 AS DOCUMENT NUMBER 225067, TOGETHER WITH THAT PORTION OF THE VACATED 16-FOOT ALLEY (VACATED AS PER DOCUMENT 19169599) LYING SOUTH AND ADJOINING THE SOUTH LINE OF LOTS 1, 2 AND THE EAST 7.80 FEET OF LOT 3, IN THE NORTH 1/2 OF BLOCK 12 AFORESAID, ALL IN THE SUBDIVISION OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AS PER DOCUMENT 0621367989, RECORDED DECEMBER 11, 2002), **AND EXCEPT THEREFROM:**

THE WEST 1.00 FOOT OF LOTS 1 AND 24, OF CAMPBELL'S SUBDIVISION OF THE WEST 1/2 OF BLOCK 12, RECORDED OCTOBER 2, 1879 AS DOCUMENT NUMBER 239109, TOGETHER WITH THE WEST 1.00 FOOT OF THE VACATED 16-FOOT ALLEY (VACATED AS PER DOCUMENT 19169599) IN THE NORTH 1/2 OF BLOCK 12 AFORESAID, ALL IN THE SUBDIVISION OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

## PARCEL 5:

LOTS 1, 2, 3, 4, 45, 46, 47 AND 48, AND ALL OF THE EAST/WEST 16-FOOT WIDE VACATED ALLEY LYING SOUTH OF AND ADJOINING SAID LOTS 1, 2, 3 AND 4, AND LYING NORTH OF AND ADJOINING SAID LOTS 45, 46, 47 AND 48 (VACATED AS PER DOCUMENT 86382600), TOGETHER WITH THE WEST 1/2 OF VACATED HOYNE AVENUE LYING EAST OF AND ADJOINING SAID LOTS 1 AND 48 (VACATED AS PER DOCUMENT 0313431066), ALL IN THE SUBDIVISION OF BLOCK 11 IN THE SUBDIVISION OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

## PARCEL 6:

THE WEST 1.00 FOOT OF LOTS 1 AND 24 OF CAMPBELL'S SUBDIVISION OF THE WEST

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1/2 OF BLOCK 12, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 2, 1879 AS DOCUMENT 239109, AND THE WEST 1.00 FOOT OF THE VACATED 16-FOOT ALLEY, LYING SOUTH OF AND ADJOINING SAID LOT 1 AND NORTH OF AND ADJOINING SAID LOT 24 (VACATED AS PER DOCUMENT 19169599), TOGETHER WITH THE EAST 1/2 OF VACATED HOYNE AVENUE LYING WEST OF AND ADJOINING SAID LOTS 1 AND 24 (VACATED AS PER DOCUMENT 0313431066), IN THE NORTH 1/2 OF BLOCK 12, AFORESAID, ALL IN THE SUBDIVISION OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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Permanent Tax Numbers:

- 17-19-113-050-0000
- 17-19-113-051-0000
- 17-19-114-051-0000
- 17-19-114-052-0000
- 17-19-115-002-0000
- 17-19-115-003-0000
- 17-19-115-004-0000
- 17-19-115-005-0000
- 17-19-115-006-0000
- 17-19-115-007-0000
- 17-19-115-008-0000
- 17-19-115-009-0000
- 17-19-115-011-0000
- 17-19-115-012-0000
- 17-19-115-013-0000
- 17-19-115-014-0000

Property Address: 2011-61<sup>st</sup> Hastings Street, Chicago, IL 60608



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## EXHIBIT B

### ATT Parcel Legal Description

#### **TRACT 1:**

THAT PART OF LOTS 28 THROUGH 36, BOTH INCLUSIVE, IN CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12 AND LOT 36, IN CAMPBELL'S SUBDIVISION OF THE WEST 1/2 OF BLOCK 12 IN THE SUBDIVISION OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A PLANE WHICH IS 34.98 FEET ABOVE CHICAGO CITY DATUM DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 25 IN SAID CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12; THENCE NORTH 89 DEGREES 56 MINUTES 28 SECONDS WEST, A DISTANCE OF 91.43 FEET ALONG THE NORTH LINE OF LOTS 25, 26, 27 AND 28 IN SAID CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12 (SAID NORTH LINE ALSO BEING THE SOUTH LINE OF WEST HASTINGS STREET) TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 56 MINUTES 28 SECONDS WEST, A DISTANCE OF 220.01 FEET ALONG THE NORTH LINE OF SAID LOTS 28 THROUGH 36, BOTH INCLUSIVE, IN CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12 AND ALONG THE NORTH LINE OF LOT 36, IN CAMPBELL'S SUBDIVISION OF THE WEST 1/2 OF BLOCK 12; THENCE SOUTH 00 DEGREES 05 MINUTES 51 SECONDS EAST, A DISTANCE OF 78.57 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 28 SECONDS EAST, A DISTANCE OF 220.01 FEET; THENCE NORTH 00 DEGREES 05 MINUTES 51 SECONDS WEST, A DISTANCE OF 78.57 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

#### **TRACT 2:**

THAT PART OF LOTS 28 THROUGH 36, BOTH INCLUSIVE, AND LOTS 37 THROUGH 45, BOTH INCLUSIVE, IN CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12 IN THE SUBDIVISION OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE VACATED EAST AND WEST ALLEY (VACATED BY DOCUMENT NUMBER 7373347) LYING SOUTH OF AND ADJOINING SAID LOTS 28 THROUGH 36, AND LYING NORTH OF AND ADJOINING SAID LOTS 37 THROUGH 45; AND VACATED WEST 14TH STREET (VACATED BY DOCUMENT NUMBER 7373347); AND VACATED SOUTH HOYNE AVENUE (VACATED BY DOCUMENT NUMBER 7373347); AND LOTS 25 THROUGH 36, BOTH INCLUSIVE, AND LOTS 37 THROUGH 48, BOTH INCLUSIVE, IN CAMPBELL'S SUBDIVISION OF THE WEST 1/2 OF BLOCK 12 IN THE SUBDIVISION OF SAID SECTION 19; AND THE VACATED EAST AND WEST ALLEY (VACATED BY DOCUMENT NUMBER 7373347) LYING SOUTH OF AND ADJOINING SAID LOTS 25 THROUGH 36, AND LYING NORTH OF AND ADJOINING SAID LOTS 37 THROUGH 48; AND LOTS 1 TO 6, BOTH INCLUSIVE, IN THE SUBDIVISION OF LOTS 94, 95 AND 96 IN THE SUBDIVISION OF BLOCK 11; LOTS 49 TO 56, BOTH INCLUSIVE, AND LOTS 87 TO 93, BOTH INCLUSIVE, IN THE SUBDIVISION OF BLOCK 11; AND THE VACATED EAST AND WEST ALLEY (VACATED BY DOCUMENT NUMBER 7373347) LYING SOUTH OF AND ADJOINING SAID LOTS 49 THROUGH 56, AND LYING NORTH OF AND ADJOINING SAID LOTS 87 THROUGH 93, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 25 IN SAID CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12; THENCE NORTH 89 DEGREES 56 MINUTES 28 SECONDS WEST, A DISTANCE OF 311.44 FEET ALONG THE NORTH LINE OF LOTS 25 THROUGH 36, BOTH INCLUSIVE, IN SAID CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12 (SAID NORTH LINE ALSO BEING THE SOUTH LINE OF WEST HASTINGS STREET) AND ALONG THE NORTH LINE OF LOT 36, IN SAID CAMPBELL'S SUBDIVISION OF THE WEST 1/2 OF BLOCK 12 (SAID NORTH LINE ALSO BEING THE

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SOUTH LINE OF WEST HASTINGS STREET), SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 05 MINUTES 51 SECONDS EAST, A DISTANCE OF 78.57 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 28 SECONDS EAST, A DISTANCE OF 220.01 FEET; THENCE SOUTH 00 DEGREES 05 MINUTES 51 SECONDS EAST, A DISTANCE OF 1.04 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 28 SECONDS EAST, A DISTANCE OF 1.28 FEET; THENCE SOUTH 00 DEGREES 05 MINUTES 51 SECONDS EAST, A DISTANCE OF 201.05 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 41 SECONDS EAST, A DISTANCE OF 80.15 FEET TO THE EAST LINE OF SAID VACATED WEST 14TH STREET; THENCE SOUTH 00 DEGREES 05 MINUTES 51 SECONDS EAST, A DISTANCE OF 49.56 FEET ALONG SAID EAST LINE OF VACATED WEST 14TH STREET TO THE SOUTH LINE OF SAID VACATED WEST 14TH STREET; THENCE NORTH 89 DEGREES 56 MINUTES 09 SECONDS WEST, A DISTANCE OF 1005.33 FEET ALONG SAID SOUTH LINE OF VACATED WEST 14TH STREET; THENCE NORTH 00 DEGREES 03 MINUTES 51 SECONDS EAST, A DISTANCE OF 51.05 FEET TO THE SOUTH LINE OF A CONCRETE BUILDING; THENCE SOUTH 89 DEGREES 56 MINUTES 09 SECONDS EAST, A DISTANCE OF 104.18 FEET ALONG SAID SOUTH LINE OF A CONCRETE BUILDING; THENCE NORTH 00 DEGREES 13 MINUTES 06 SECONDS EAST, A DISTANCE OF 108.33 FEET ALONG THE EAST LINE OF A CONCRETE BUILDING; THENCE NORTH 89 DEGREES 53 MINUTES 30 SECONDS EAST, A DISTANCE OF 97.26 FEET TO THE WEST LINE OF A BRICK BUILDING; THENCE NORTH 00 DEGREES 04 MINUTES 36 SECONDS EAST, A DISTANCE OF 138.96 FEET ALONG SAID WEST LINE OF A BRICK BUILDING; THENCE NORTH 89 DEGREES 56 MINUTES 34 SECONDS WEST, A DISTANCE OF 40.15 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 26 SECONDS EAST, 31.51 FEET TO THE NORTH LINE OF SAID LOT 56 IN THE SUBDIVISION OF BLOCK 11 (SAID NORTH LINE ALSO BEING THE SOUTH LINE OF WEST HASTINGS STREET); THENCE SOUTH 89 DEGREES 56 MINUTES 28 SECONDS EAST, A DISTANCE OF 541.35 FEET ALONG THE NORTH LINE OF SAID LOTS 49 TO 56, BOTH INCLUSIVE, IN THE SUBDIVISION OF BLOCK 11, AND THE NORTH LINE OF VACATED SOUTH HOYNE AVENUE (VACATED BY DOCUMENT NUMBER 7373347), AND THE NORTH LINE OF SAID LOTS 25 THROUGH 36, BOTH INCLUSIVE, IN CAMPBELL'S SUBDIVISION (SAID NORTH LINE ALSO BEING THE SOUTH LINE OF WEST HASTINGS STREET) TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

### **TRACT 3:**

THAT PART OF LOTS 17 TO 24, BOTH INCLUSIVE, IN CAMPBELL'S SUBDIVISION OF THE WEST 1/2 OF BLOCK 12; THE VACATED EAST AND WEST ALLEY, LYING NORTH OF AND ADJOINING THE NORTH LINE OF LOTS 17 TO 24 (VACATED PER DOCUMENT NO. 19169599) IN THE WEST 1/2 OF BLOCK 12 IN SECTION 19, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; AND LOTS 45 TO 48, BOTH INCLUSIVE, IN SUBDIVISION OF BLOCK 11; THE VACATED EAST AND WEST ALLEY, LYING NORTH OF AND ADJOINING THE NORTH LINE OF LOTS 45 TO 48 (VACATED PER DOCUMENT NO. 86382600) IN THE SUBDIVISION OF BLOCK 11 IN SECTION 19, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; AND VACATED SOUTH HOYNE AVENUE (VACATED PER DOCUMENT NO. 0313431066), DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH WEST CORNER OF SAID LOT 45 IN SUBDIVISION OF BLOCK 11; THENCE NORTH 00 DEGREES 07 MINUTES 24 SECONDS WEST, A DISTANCE OF 129.00 FEET ALONG THE WEST LINE OF SAID LOT 45; THENCE

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SOUTH 89 DEGREES 57 MINUTES 06 SECONDS EAST, A DISTANCE OF 353.00 FEET; THENCE SOUTH 00 DEGREES 07 MINUTES 24 SECONDS EAST, A DISTANCE OF 129.00 FEET TO THE SOUTH LINE OF SAID LOT 17 (SAID SOUTH LINE ALSO BEING THE NORTH LINE OF WEST HASTINGS STREET); THENCE NORTH 89 DEGREES 57 MINUTES 06 SECONDS WEST, A DISTANCE OF 353.00 FEET ALONG THE SOUTH LINE OF SAID LOTS 17 TO 24, BOTH INCLUSIVE, IN CAMPBELL'S SUBDIVISION OF THE WEST 1/2 OF BLOCK 12 AND THE SOUTH LINE OF LOTS 45 THROUGH 48, BOTH INCLUSIVE, IN SUBDIVISION OF BLOCK 11 (SAID SOUTH LINE ALSO BEING THE NORTH LINE OF WEST HASTINGS STREET) TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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## EXHIBIT C

### New Legal Description

PARCEL 1:

THAT PART OF LOTS 28 THROUGH 36, BOTH INCLUSIVE, IN CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12 AND LOT 36, IN CAMPBELL'S SUBDIVISION OF THE WEST 1/2 OF BLOCK 12 IN THE SUBDIVISION OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING ABOVE A PLANE WHICH IS 34.98 FEET ABOVE CHICAGO CITY DATUM DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 25 IN SAID CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12; THENCE NORTH 89 DEGREES 56 MINUTES 28 SECONDS WEST, A DISTANCE OF 91.43 FEET ALONG THE NORTH LINE OF LOTS 25, 26, 27 AND 28 IN SAID CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12 (SAID NORTH LINE ALSO BEING THE SOUTH LINE OF WEST HASTINGS STREET) TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 56 MINUTES 28 SECONDS WEST, A DISTANCE OF 220.01 FEET ALONG THE NORTH LINE OF SAID LOTS 28 THROUGH 36, BOTH INCLUSIVE, IN CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12 AND ALONG THE NORTH LINE OF LOT 36, IN CAMPBELL'S SUBDIVISION OF THE WEST 1/2 OF BLOCK 12; THENCE SOUTH 00 DEGREES 05 MINUTES 51 SECONDS EAST, A DISTANCE OF 78.57 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 28 SECONDS EAST, A DISTANCE OF 220.01 FEET; THENCE NORTH 00 DEGREES 05 MINUTES 51 SECONDS WEST, A DISTANCE OF 78.57 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

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PARCEL 2:

THAT PART OF LOTS 25 THROUGH 28, BOTH INCLUSIVE, AND LOTS 45 THROUGH 48, BOTH INCLUSIVE, IN CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12 IN THE SUBDIVISION OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE VACATED EAST AND WEST ALLEY (VACATED BY DOCUMENT NUMBER 7373347) LYING SOUTH OF AND ADJOINING SAID LOTS 25 THROUGH 28, AND LYING NORTH OF AND ADJOINING SAID LOTS 45 THROUGH 48; AND VACATED WEST 14TH STREET (VACATED BY DOCUMENT NUMBER 7373347, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 25 IN SAID CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12; THENCE NORTH 89 DEGREES 56 MINUTES 28 SECONDS WEST, A DISTANCE OF 91.43 FEET ALONG THE NORTH LINE OF LOTS 25 THROUGH 28, BOTH INCLUSIVE, IN SAID CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12 (SAID NORTH LINE ALSO BEING THE SOUTH LINE OF WEST HASTINGS STREET); THENCE SOUTH 00 DEGREES 05 MINUTES 51 SECONDS EAST, A DISTANCE OF 79.61 FEET (79.73 FEET RECORD); THENCE SOUTH 89 DEGREES 56 MINUTES 28 SECONDS EAST, A DISTANCE OF 1.28 FEET; THENCE SOUTH 00 DEGREES 05 MINUTES 51 SECONDS EAST, A DISTANCE OF 201.05 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 41 SECONDS EAST, A DISTANCE OF 80.75 FEET TO THE EAST LINE OF SAID VACATED WEST 14TH STREET; THENCE NORTH 00 DEGREES 05 MINUTES 51 SECONDS WEST, A DISTANCE OF 16.44 FEET (16.46 FEET RECORD) ALONG SAID EAST LINE OF VACATED WEST 14TH STREET TO THE SOUTH LINE OF SAID LOT 48 IN CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12 (SAID SOUTH LINE ALSO BEING THE NORTH LINE OF SAID VACATED WEST 14TH STREET); THENCE SOUTH 89 DEGREES 56 MINUTES 09 SECONDS EAST, A DISTANCE OF 10.00 FEET ALONG THE SOUTH LINE OF LOT 48 IN CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12 (SAID SOUTH LINE ALSO BEING THE NORTH LINE OF SAID VACATED WEST 14TH STREET) TO THE EAST LINE OF SAID LOT 48 IN CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12 (SAID EAST LINE ALSO BEING THE WEST LINE OF SOUTH DAMEN AVENUE); THENCE NORTH 00 DEGREES 05 MINUTES 51 SECONDS WEST, A DISTANCE OF 124.11 FEET (124.10 FEET RECORD) ALONG SAID EAST LINE OF LOT 48 IN CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12 (SAID EAST LINE ALSO BEING THE WEST LINE OF SOUTH DAMEN AVENUE) TO THE NORTH LINE OF SAID LOT 48 IN CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12 (SAID NORTH LINE ALSO BEING THE SOUTH LINE OF SAID VACATED EAST AND WEST ALLEY); THENCE NORTH 89 DEGREES 56 MINUTES 21 SECONDS WEST, A DISTANCE OF 10.00 FEET ALONG SAID NORTH LINE OF LOT 48 IN CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12 (SAID NORTH LINE ALSO BEING THE SOUTH LINE OF SAID VACATED EAST AND WEST ALLEY VACATED BY DOCUMENT NUMBER 7373347); THENCE NORTH 00 DEGREES 05 MINUTES 51 SECONDS WEST, A DISTANCE OF 16.00 FEET TO THE SOUTH LINE OF SAID LOT 25 IN CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12 (SAID SOUTH LINE ALSO BEING THE NORTH LINE OF SAID VACATED EAST AND WEST ALLEY VACATED BY DOCUMENT NUMBER 7373347); THENCE SOUTH 89 DEGREES 56 MINUTES 21 SECONDS EAST, A DISTANCE OF 10.00 FEET ALONG SAID SOUTH LINE OF LOT 25 IN CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12 (SAID SOUTH LINE ALSO BEING THE NORTH LINE OF SAID VACATED EAST AND WEST ALLEY VACATED BY DOCUMENT NUMBER 7373347) TO THE EAST LINE OF SAID LOT 25 IN CAMPBELL'S

SUBDIVISION OF THE EAST 1/2 OF BLOCK 12 (SAID EAST LINE ALSO BEING THE WEST LINE OF SOUTH DAMEN AVENUE); THENCE NORTH 00 DEGREES 05 MINUTES 51 SECONDS WEST, A DISTANCE OF 124.11 FEET (124.10 FEET RECORD) ALONG SAID EAST LINE OF LOT 25 IN CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12 (SAID EAST LINE ALSO BEING THE WEST LINE OF SOUTH DAMEN AVENUE) TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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## PARCEL 3:

THAT PART OF LOTS 54 TO 72, BOTH INCLUSIVE, AND LOTS 76 TO 91, BOTH INCLUSIVE, IN THE SUBDIVISION OF BLOCK 11; AND THE VACATED EAST AND WEST ALLEY (VACATED BY DOCUMENT NUMBER 7373347) LYING SOUTH OF AND ADJOINING SAID LOTS 54 TO 72, AND LYING NORTH OF AND ADJOINING SAID LOTS 76 TO 91; AND LOTS 1 TO 6, BOTH INCLUSIVE, IN EMMA WELL'S SUBDIVISION; AND VACATED WEST 14TH STREET (VACATED BY DOCUMENT NUMBER 7373347); AND VACATED SOUTH LEAVITT AVENUE (VACATED BY DOCUMENT NUMBER 9748265), DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 25 IN CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12; THENCE NORTH 89 DEGREES 56 MINUTES 28 SECONDS WEST, A DISTANCE OF 852.79 FEET ALONG THE NORTH LINE OF LOTS 25 TO 36, BOTH INCLUSIVE, IN CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12, AND THE NORTH LINE OF LOTS 25 TO 36, BOTH INCLUSIVE, IN CAMPBELL'S SUBDIVISION OF THE WEST 1/2 OF BLOCK 12, AND THE NORTH LINE OF LOTS 49 TO 56, BOTH INCLUSIVE, IN THE SUBDIVISION OF BLOCK 11 (SAID NORTH LINE ALSO BEING THE SOUTH LINE OF WEST HASTINGS STREET) TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 03 MINUTES 26 SECONDS WEST, A DISTANCE OF 31.51 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 34 SECONDS EAST, A DISTANCE OF 40.15 FEET TO THE WEST LINE OF A BRICK BUILDING; THENCE SOUTH 00 DEGREES 04 MINUTES 36 SECONDS WEST, A DISTANCE OF 138.96 FEET ALONG SAID WEST LINE OF A BRICK BUILDING; THENCE SOUTH 89 DEGREES 53 MINUTES 30 SECONDS WEST, A DISTANCE OF 97.26 FEET TO THE EAST LINE OF A CONCRETE BUILDING; THENCE SOUTH 00 DEGREES 13 MINUTES 06 SECONDS WEST, A DISTANCE OF 108.33 FEET ALONG SAID EAST LINE OF A CONCRETE BUILDING; THENCE NORTH 89 DEGREES 56 MINUTES 09 SECONDS WEST, A DISTANCE OF 104.18 FEET ALONG SAID SOUTH LINE OF A CONCRETE BUILDING; THENCE SOUTH 00 DEGREES 03 MINUTES 51 SECONDS WEST, A DISTANCE OF 51.05 FEET TO THE SOUTH LINE OF SAID VACATED WEST 14TH STREET; THENCE NORTH 89 DEGREES 56 MINUTES 09 SECONDS WEST, A DISTANCE OF 252.89 FEET ALONG SAID SOUTH LINE OF SAID VACATED WEST 14TH STREET; THENCE NORTH 00 DEGREES 05 MINUTES 44 SECONDS WEST, A DISTANCE OF 1.07 FEET; THENCE WESTERLY ALONG A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 1910.00 FEET, AN ARC DISTANCE OF 33.03 FEET AND CHORD BEARING NORTH 87 DEGREES 27 MINUTES 02 SECONDS WEST; THENCE NORTH 00 DEGREES 05 MINUTES 44 SECONDS WEST, A DISTANCE OF 327.60 FEET TO THE SOUTH LINE OF SAID WEST HASTINGS STREET; THENCE SOUTH 89 DEGREES 56 MINUTES 28 SECONDS EAST, A DISTANCE OF 448.41 FEET ALONG SAID NORTH LINE OF SAID LOTS 56 TO 72, BOTH INCLUSIVE, IN THE SUBDIVISION OF BLOCK 11 (SAID NORTH LINE ALSO BEING THE SOUTH LINE OF WEST HASTINGS STREET), TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS .

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## PARCEL 4:

THAT PART OF LOTS 3 TO 22, BOTH INCLUSIVE, IN CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12; LOTS 1 TO 17, BOTH INCLUSIVE, IN CAMPBELL'S SUBDIVISION OF THE WEST 1/2 OF BLOCK 12; LOTS 1 TO 4, BOTH INCLUSIVE, IN SUBDIVISION OF BLOCK 11; AND THE VACATED EAST AND WEST ALLEY, LYING NORTH OF AND ADJOINING THE NORTH LINE OF SAID LOTS 13 TO 17 AND SOUTH OF AND ADJOINING THE SOUTH LINE OF SAID LOTS 1 TO 12 (VACATED PER DOCUMENT NO. 19169599) IN THE WEST 1/2 OF BLOCK 12 IN SECTION 19, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; AND THE VACATED EAST AND WEST ALLEY, LYING NORTH OF AND ADJOINING THE NORTH LINE OF SAID LOTS 13 TO 22 AND SOUTH OF AND ADJOINING THE SOUTH LINE OF SAID LOTS 3 TO 12 (VACATED PER DOCUMENT NO. 19169599) IN THE EAST 1/2 OF BLOCK 12 IN SECTION 19, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; AND THE VACATED EAST AND WEST ALLEY, LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF LOTS 1 TO 4 (VACATED PER DOCUMENT NO. 86382600) IN THE SUBDIVISION OF BLOCK 11 IN SECTION 19, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; AND VACATED SOUTH HOYNE AVENUE (VACATED PER DOCUMENT NO. 0313431066), DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 45 IN SUBDIVISION OF BLOCK 11; THENCE NORTH 00 DEGREES 07 MINUTES 24 SECONDS WEST, A DISTANCE OF 129.00 FEET ALONG THE WEST LINE OF SAID LOT 45 TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 07 MINUTES 24 SECONDS WEST, A DISTANCE OF 135.21 FEET ALONG THE WEST LINE OF SAID LOT 45 IN SUBDIVISION OF BLOCK 11 TO THE NORTH LINE OF SAID LOT 4 IN SUBDIVISION OF BLOCK 11 (SAID NORTH LINE ALSO BEING THE SOUTH LINE OF WEST 13TH STREET); THENCE SOUTH 89 DEGREES 57 MINUTES 58 SECONDS EAST, A DISTANCE OF 708.56 FEET ALONG THE NORTH LINE OF SAID LOTS 1 TO 4 IN SUBDIVISION OF BLOCK 11 AND THE NORTH LINE OF SAID LOTS 1 TO 12 IN CAMPBELL'S SUBDIVISION OF THE WEST 1/2 OF BLOCK 12 AND THE NORTH LINE OF SAID LOTS 3 TO 12 IN CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12 TO THE EAST LINE OF THE EAST 7.80 FEET OF SAID LOT 3 IN CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12; THENCE SOUTH 00 DEGREES 06 MINUTES 23 SECONDS EAST, A DISTANCE OF 254.39 FEET ALONG SAID EAST LINE OF THE EAST 7.80 FEET OF SAID LOT 3 IN CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12 AND THE EAST LINE OF THE EAST 7.80 FEET OF SAID LOT 22 IN CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12 TO THE SOUTH LINE OF SAID LOT 22 (SAID SOUTH LINE ALSO BEING THE NORTH LINE OF WEST HASTINGS STREET); THENCE NORTH 89 DEGREES 57 MINUTES 06 SECONDS WEST, A DISTANCE OF 355.48 FEET ALONG THE SOUTH LINE OF LOTS 13 TO 22 IN CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12 AND THE SOUTH LINE OF SAID LOTS 13 TO 17 IN CAMPBELL'S SUBDIVISION OF THE WEST 1/2 OF BLOCK 12 (SAID SOUTH LINE ALSO BEING THE NORTH LINE OF WEST HASTINGS STREET); THENCE NORTH 00 DEGREES 07 MINUTES 24 SECONDS WEST, A DISTANCE OF 129.00 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 06 SECONDS WEST, A DISTANCE OF 353.00 FEET, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

(continued on next page)

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PARCEL 5: EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF TRACTS 1, 2, AND 3, OVER AND ACROSS THE LANDS THEREON AS GRANTED IN ARTICLE 3 OF THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND RECIPROCAL EASEMENTS FOR 1340 SOUTH DAMEN AND 2011-2061 WEST HASTINGS DATED MAY 19, 2014, AND RECORDED IN THE OFFICIAL PUBLIC RECORDS OF COOK COUNTY, ILLINOIS.

Permanent Tax Numbers:

Tract 1: part of 17-19-115-004-0000 and part of 17-19-115-006-0000;

Tract 2: 17-19-115-002-0000

Tract 3: part of 17-19-115-014-0000 and part of 17-19-115-011-0000;

Tract 4: part of 17-19-113-050-0000, part of 17-19-113-051-0000, part of 17-19-114-051-0000 and part of 17-19-114-052-0000